under a long lease authorized by the state, and that the discrimination was practised by the lessee alone. *Held*, that the plaintiff cannot recover. *Moser* v. *Philadelphia, H. & P. R. Co.*, 82 Atl. 362 (Pa.). See NOTES, p. 726.

RESTRAINT OF TRADE — SHERMAN ANTI-TRUST LAW — REGULATION OF MONOPOLY. — The defendant Terminal Railroad Association of St. Louis, owned by eight of twenty-four competing railroads, was a combination of independent terminal systems. By reason of topographical conditions, complete control over all possible terminal facilities was obtained. The terminal company consistently made arbitrary charges. The United States brought a bill in equity to enforce the provisions of the Sherman Act. *Held*, that the terminal association be not dissolved, if, (1) it admit any existing or future railroad to joint ownership and control, (2) provide for use of the terminal facilities on reasonable terms to railroads, and (3) cease its practices of arbitrary charges. *United States* v. *Terminal R. Association of St. Louis*, 32 Sup. Ct. 507. See NOTES, p. 717.

RULE AGAINST PERPETUITIES — TIME OF VESTING TOO REMOTE: WHETHER VESTING WILL BE ACCELERATED. — A testator left the residue of his estate to trustees, the same to vest in his grandchildren when the youngest of his living or after-born grandchildren arrived at the age of forty. An after-born grandchild was the youngest, and arrived at the age of twenty-one. The testator's children were still living. *Held*, that the grandchildren are not yet entitled to the estate. *Barker* v. *Eastman*, 82 Atl. 166 (N. H.).

This case is the result of a former decision under the same will. *Edgerly* v. *Barker*, 66 N. H. 434, 31 Atl. 900. It was there decided that this limitation to the grandchildren was not void, and the court expressed the opinion that the property would vest in the grandchildren when the youngest arrived at twenty-one, which would be at a period not too remote. See *Edgerly* v. *Barker*, 66 N. H. 434, 475, 31 Atl. 900, 916. Though this event has happened, yet the court in the principal case states that the property will not vest until the youngest grandchild attains forty, or the children of the testator die, whichever event happens first. No other court has followed the New Hampshire rule as to remoteness. *Cf. Hussey* v. *Sargent*, 116 Ky. 53, 75 S. W. 211. See 9 HARV. L. REV. 242.

SALES — CONDITIONAL SALES — EFFECT ON SELLER'S TITLE OF TRANSFER OF NOTES GIVEN FOR PRICE. — A seller sold an automobile on condition that title should remain in him until the promissory notes given for the price should be paid. The seller transferred the notes to the plaintiff, who, on the notes not being paid, sued in replevin for the automobile. *Held*, that the plaintiff can recover. *Zederman* v. *Thomson*, 121 Pac. 609 (N. M.).

For a discussion of the principles involved, see 25 HARV. L. REV. 462.

SPECIFIC PERFORMANCE — PARTIAL PERFORMANCE WITH COMPENSATION — REFUSAL OF WIFE TO RELEASE INCHOATE RIGHT OF DOWER. — In a suit for specific performance, the plaintiff joined the defendant's wife who was not a party to the contract. *Held*, that she is a proper party, for if she refuses to release dower and the plaintiff elects to accept partial performance with compensation, her inchoate right of dower must be valued and deducted from the purchase price. *O'Malley* v. *Miller*, 134 N. W. 840 (Wis.). See NOTES, p. 731.

TRADE UNIONS — INDUCING WORKMEN TO LEAVE OTHERWISE THAN BY STRIKE — PAYMENT OF MONEY TO NON-UNION EMPLOYEES. — The officials of a labor union ordered a strike to force the employer to recognize the union. Members of the union paid non-union employees bonuses to induce them to